

**MEMORANDUM OF
AGREEMENT BETWEEN
THE LOS ANGELES POLICE
DEPARTMENT AND
CALIFORNIA STATE UNIVERSITY, NORTHRIDGE**

I. PARTIES

The Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into this 1st day of November 2009 by and between the City of Los Angeles acting by and through the Chief of Police, Los Angeles Police Department (hereinafter referred to as "LAPD") and the State of California acting through its Trustees of the California State University on behalf of California State University, Northridge (hereinafter referred to as "CSUN").

II. TERM

The term of the MOA shall commence on November 1, 2009, at 0001 hours and shall expire on November 1, 2014, at 2400 hours, if not terminated earlier. Unless written notice of non-extension is provided to one party by the other, not less than ninety (90) days prior to November 1, 2014, the MOA shall be automatically extended for a one-year term commencing on November 1, 2014, subject to the same terms and conditions.

III. NOTICE

Written notice concerning the termination of the MOA will be given by registered or certified mail and forwarded to the following addresses:

Chief of Police
Los Angeles Police Department
150 N. Los Angeles Street
Los Angeles, California 90012

Chief of Police
California State University, Northridge
18111 Nordhoff Street
Northridge, California 91330-8282

Manager, Purchasing and Contract
Administration California State University,
Northridge
18111 Nordhoff Street
Northridge, California 91330-8231

IV. PURPOSE

The MOA is entered into by and between the State of California acting through its Trustees of the California State University, on behalf of California State University, Northridge and the City of Los Angeles acting by and through the Chief of Police, Los Angeles Police Department, for the purposes of establishing guidelines and clarifying agency jurisdiction for investigation of Part I violent crimes as mandated by the *Kristin Smart Campus Safety Act of 1998*. LAPD recognizes concurrent jurisdiction for investigation of all crimes occurring on CSUN properties.

WHEREAS, California Education Code Section 67381 (c), the *Kristin Smart Campus Safety Act of 1998*, requires law enforcement agencies to designate operational responsibilities and define specific geographical boundaries of response for investigation of Part I violent crime on campuses and properties controlled by post-secondary institutions such as CSUN; and

WHEREAS, Education Code Section 67381(i.2) defines Part I violent crimes as willful homicide, forcible rape, robbery, and aggravated assault as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation; and

WHEREAS, the California Legislature reaffirms that campuses have primary authority for providing police services, including the investigation of criminal activity; and

THEREFORE, the parties agree as follows:

V. POLICY

CRIMINAL INVESTIGATIONS

- I. LAPD shall maintain preliminary and follow-up investigative responsibility for all crimes and incidents listed below that occur on properties owned, operated, leased, controlled, or administered by the California State University, or by trustees or the state on behalf of the California State University and occur within the City of Los Angeles:
 - A. Homicides
 - B. Death Investigations where the cause of death is "undetermined"
 - C. The criminal aspects of a CSUN officer-involved shooting - Note: CSUN will retain the responsibility for any administrative investigation associated with CSUN officer-involved shootings.
 - D. Crimes involving the response of the LAPD Bomb Squad. Preliminary responsibility for bomb threat investigations shall be the responsibility of CSUN. CSUN will forward a copy of bomb threat crime reports to LAPD, Criminal Conspiracy Section for follow-up investigation.
 - E. Crimes involving the LAPD SWAT. LAPD will retain preliminary and follow-up investigative responsibility for all criminal investigations resulting from LAPD-SWAT deployment.
 - F. Other major crimes beyond the resources of CSUN, at their request.

2. LAPD will be responsible for the investigation of all criminal activity occurring in the City of Los Angeles, excluding properties owned, operated, leased, controlled, or administered by the California State University, or by trustees or the state on behalf of the California State University except for those listed above.
3. The MOA recognizes the overlapping jurisdiction reflected in the California Penal Code sections 830.1 for LAPD and 830.2 for CSUN, and does not preclude officers from either agency responding and taking appropriate action in response to crimes occurring in either jurisdiction.
4. The MOA recognizes that California Education Code 89560 establishes the extent of authority of university police upon the campuses of the University and an area within one mile of the exterior boundaries of each thereof and, in or about other grounds or properties owned, operated, controlled or administered by the California State University, or by trustees or the state on behalf of the California State University as provided in Section 830.2 of the California Penal Code.
5. Where such action is taken by CSUN outside university property but within the City of Los Angeles, notification shall be made as soon as practicable to the LAPD, who will then respond and take control and responsibility for the investigation.
6. LAPD will liaison with CSUN to ensure that criminal cases are investigated in a timely manner.
7. CSUN will have responsibility for the preliminary and follow-up investigations of crimes occurring on the CSUN campus except for those listed above (A through F). Courtesy crime reports (except as listed in A through F) can be completed by either agency with approval of the respective watch commander. Courtesy reports will be forwarded to the appropriate agency for follow-up investigations.

PUBLIC DEMONSTRATIONS/CIVIL DISOBEDIENCE

1. CSUN will have primary responsibility for handling all demonstrations that occur on CSUN campus. LAPD personnel will respond to assist only when requested by the CSUN Chief of Police or designee. When LAPD personnel respond, they will remain under the command of LAPD supervisors at all times. The LAPD Officer-in-Charge will accept missions under the provisions of the Incident Command System in consultation with the CSUN Chief of Police or designee.
2. CSUN can respond to requests for assistance from LAPD within the CSUN Police jurisdictional boundaries. Under such circumstances, CSUN can accept missions from the LAPD Incident Commander while remaining under CSUN supervision.
3. CSUN and LAPD will provide timely information to each agency when either becomes aware of pre-planned events occurring within their jurisdiction or have the potential for affecting each agency's deployment.

CALLS FOR SERVICE, CITIZEN CALLS, AND OBSERVATIONAL POLICE ACTIVITY

1. CSUN will respond to directed calls for service within their jurisdictional boundaries when the call is related to a CSUN facility.

2. CSUN can respond to LAPD calls for service within CSUN jurisdictional boundaries.

STATISTICAL REPORTING OF CRIME

Copies of crime reports taken by CSUN shall be collected by personnel from LAPD. Such crime reports will be forwarded to LAPD Devonshire Area Records Unit by LAPD personnel who will ensure the reports' data entry into the Consolidated Crime Analysis Database (CCAD). CSUN will notify LAPD Devonshire Area at least once a week to coordinate the collection of any crime reports.

Note: Data entry of CSUN crime reports into CCAD is for the City of Los Angeles analytical/statistical purposes. CSUN shall retain responsibility for reporting its crime data directly to the Department of Justice (DOJ).

On a mutually agreed basis, CSUN and LAPD will periodically meet and discuss crime/data trends or other problems/solutions of mutual concern. CSUN will provide LAPD copies of all crime reports that occur outside CSUN property when CSUN conducts the follow-up investigations defined in the MOA.

REQUESTS FOR ASSISTANCE

Requests for assistance shall be made through presently established radio and telephone communications procedures. Requests for assistance shall be immediately acknowledged. CSUN and LAPD shall deploy officers in accordance with the terms of this MOA consistent with existing, respective departmental policies.

RELATIONS TO OTHER LAWS AND SEVERABILITY

The parties agree that the MOA is subject to all federal, state and local laws, the Los Angeles City Charter and any applicable rules and regulations. If any provision of this MOA is in conflict or is inconsistent with said law and/or judgment, the remainder of the MOA will not be affected, unless it materially undermines the MOA as a whole.

VI. SUPPLEMENTAL CONDITIONS

MUTUAL INDEMNIFICATION

1. LAPD hereby agrees to defend, indemnify and hold CSUN, its officers, agents, and employees harmless from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to, reasonable attorney's fees and court costs, arising out of LAPD's performance of the MOA, but only in proportion to, and to the extent, that any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to, reasonable attorney's fees and court costs, are caused by or result from the acts or omissions of LAPD, its officers, agents or employees.

2. CSUN hereby agrees to defend, indemnify and hold LAPD, its officers, agents, and employees harmless from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to, reasonable attorney's fees and court costs, arising out of CSUN's performance of this MOA, but only in proportion to, and to the extent, that any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to reasonable attorney's fees and court costs, are caused by or result from the acts or omissions of CSUN, its officers, agents or employees.

TERMINATION

The MOA can be terminated by either party upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized officers as set forth herein below.

CALIFORNIA STATE UNIVERSITY,
NORTHRIDGE

CITY OF LOS ANGELES

BY: 

TOM MCCARRON
Vice President for Administration and Finance,
Chief Financial Officer
California State University, Northridge

BY: 

WILLIAM J. BRATTON
Chief of Police
Los Angeles Police Department

Date: 7/30/09

Date: 7-27-09